

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

U.S. BANK NATIONAL ASSOCIATION d/b/a)	
U.S. BANK EQUIPMENT FINANCE,)	
)	
Plaintiff,)	Case No.
)	
v.)	
)	
GRAMS TRANSPORTATION INC. and)	
STANISLAV GRAMATIKOV,)	
)	
Defendants.)	

VERIFIED COMPLAINT

NOW COMES Plaintiff U.S. Bank National Association d/b/a U.S. Bank Equipment Finance ("U.S. Bank"), by and through counsel, and for its Verified Complaint against Defendants Grams Transportation Inc. ("GTI") and Stanislov Gramatikov ("Gramatikov"), states as follows:

PARTIES

1. U.S. Bank is a national bank organized under the laws of the United States, with its principal place of business in Minneapolis, Minnesota. U.S. Bank maintains its charter in the State of Ohio and its main office is located in Cincinnati, Ohio.

2. GTI is an Illinois corporation with its principal place of business is located at 225 S. Rohlwing Rd. Unit 410, Palatine, IL 60074.

3. Gramatikov is a citizen of the State of Illinois who maintains his domicile at 225 S. Rohlwing Rd., Unit 410, Palatine, IL 60074.

JURISDICTION AND VENUE

4. Jurisdiction is appropriate in this Court pursuant to 28 U.S.C. § 1332(a)(1) inasmuch as the parties are of diverse citizenship and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

5. Venue is appropriate in this Court pursuant to 28 U.S.C. § 1391(b)(1), because GTI's principal place of business is in this district. *See* 28 U.S.C. § 1391(b)(1) (West 2022). Venue is further proper in this Court pursuant to 28 U.S.C. § 1391 (b)(2), because a substantial part of the events or omissions giving rise to the claim occurred in this district. *See* 28 U.S.C. § 1391(b)(2) (West 2022).

BACKGROUND

6. On or about February 7, 2023, U.S. Bank, as secured party, and GTI, as debtor, entered into Equipment Finance Agreement No. xxxx226 (the "Agreement") wherein U.S. Bank agreed to finance GTI's acquisition of one (1) Diesel Generator S/N 20210313037; and one (1) 2022 Great Dane VIN 1GR1P0624NT411115 (collectively the "Equipment"). A true and correct copy of the Agreement is attached hereto as Exhibit 1.

7. To induce U.S. Bank to enter into the Agreement with GTI, Gramatikov executed a Continuing Personal Guaranty (the "Guaranty") in which Gramatikov guaranteed the full and prompt payment and performance of all of GTI's obligations under the Agreement. A true and correct copy of the Guaranty can be found on the face of Exhibit 1.

8. Pursuant to the Agreement, GTI agreed to make sixty (60) consecutive monthly payments in the amount of \$3,092.80. *See* Exhibit 1.

9. GTI signed a Delivery & Acceptance Certificate verifying that it received and accepted the Equipment. A true and correct copy of the Delivery & Acceptance Certificate for the Equipment is attached hereto as Exhibit 2.

10. U.S. Bank has a first-priority security interest and perfected security in one (1) Diesel Generator S/N 20210313037; and one (1) 2022 Great Dane VIN 1GR1P0624NT411115 as evidenced by U.S. Bank's designation as the first lienholder on the Certificate of Title and as a secured party on their Uniform Commercial Code ("U.C.C.") Financing Statement. True and correct copies of the 2022 Great Dane VIN 1GR1P0624NT411115's Certificate of Title and U.C.C. Financing Statement are attached hereto as Group Exhibit 3.

11. GTI defaulted under the agreement by failing to make payment due May 15, 2023 and all payments thereafter.

12. Gramatikov has failed to make payments under the Guaranty

13. The failure to make timely payments constitutes a default pursuant to the Agreement. *See* Exhibit 1, ¶ 6.

14. As a result of the default under the Agreement, U.S. Bank is entitled to payment of the accelerated balance, discounted to present value at the rate of two percent (2%) per annum. *See* Exhibit 1, ¶ 6.

15. Pursuant to the Agreement, U.S. Bank is further entitled to late fees in the amount of ten percent (10%) of the payment. *See* Exhibit 1, ¶ 2.

16. Pursuant to the Agreement, U.S. Bank is also entitled to prejudgment interest at a rate of twelve percent (12%) per year as well as attorneys' fees and costs. *See* Exhibit ¶ 6.

17. U.S. Bank demanded payment from GTI pursuant to the Agreement and Guaranty, but the Defendants failed or refused to make payments.

18. U.S. Bank has fully performed its obligations under the terms of the Agreement.

COUNT I - BREACH OF CONTRACT
AGAINST GRAMS TRANSPORTATION INC.

19. U.S. Bank realleges and reasserts Paragraphs 1 through 18 of its Verified Complaint as though fully set forth herein.

20. GTI defaulted under the Agreement by failing to make payments when due.

21. Due to GTI's default under the Agreement, U.S. Bank has suffered actual damages in the amount of \$173,772.70, plus prejudgment interest at a rate of twelve percent (12%) per year and attorneys' fees and costs.

WHEREFORE, Plaintiff U.S. Bank National Association d/b/a U.S. Bank Equipment Finance, respectfully requests that the Court enter judgment in its favor and against Defendant Grams Transportation Inc. in the amount of \$173,772.70, plus interest and attorneys' fees and costs, and grant all other and further relief which this Court deems just.

**COUNT II – BREACH OF GUARANTY
AGAINST STANISLOV GRAMATIKOV**

22. U.S. Bank re-alleges and reasserts Paragraphs 1 through 21 of its Verified Complaint as though fully set forth herein.

23. Gramatikov defaulted under the Guaranty by failing and refusing to make payments when due.

24. Due to Gramatikov's default under the Guaranty, U.S. Bank has suffered actual damages in the amount of \$173,772.70, plus prejudgment interest at a rate of twelve percent (12%) per year and attorneys' fees and costs.

WHEREFORE, Plaintiff U.S. Bank National Association d/b/a U.S. Bank Equipment Finance, respectfully requests that the Court enter judgment in its favor and against Defendant Stanislov Gramatikov in the amount of \$173,772.70, plus interest and attorneys' fees and costs, and grant all other and further relief which this Court deems just.

COUNT III – REPLEVIN

AGAINST GRAMS TRANSPORTATION INC.

25. U.S. Bank re-alleges and re-asserts Paragraphs 1 through 24 of its Verified Complaint as though fully set forth herein.

26. This claim is brought pursuant to 735 ILCS § 5/19-101, *et seq.*, made applicable to this proceeding pursuant to 28 U.S.C. § 1652.

27. Pursuant to the Agreement and its perfected security interest, U.S. Bank has first priority security interests in the Equipment. *See* Exhibits 1 and 3 attached hereto.

28. Due to GTI's default under the Agreement, U.S. Bank is entitled to the return of and exclusive possession of the Equipment.

29. GTI refuses to surrender the Equipment voluntarily.

30. GTI is wrongfully and unlawfully detaining the Equipment from U.S. Bank.

31. U.S. Bank has made demand upon GTI for the return of the Equipment, but GTI has failed and refused to return same.

32. The Equipment has not been taken for any tax, assessment, or fine levied by virtue of any law of the State of Illinois against property of U.S. Bank, nor seized under any lawful process against the goods and chattels of U.S. Bank subject to such lawful process, nor held by virtue of any order for replevin, execution, or attachment against U.S. Bank.

33. Upon information and belief, the Equipment is located at 225 S. Rohlwing Rd., Apt 410, Palatine, IL 60074.

34. U.S. Bank estimates the fair market value of the Equipment to be \$109,000.00, depending on its condition.

WHEREFORE, Plaintiff U.S. BANK NATIONAL ASSOCIATION d/b/a U.S. BANK EQUIPMENT FINANCE, respectfully requests that this Court enter an Order directing the U.S.

Marshal or duly authorized authority to use all necessary force, including the force necessary to break locks, to repossess the Equipment, or any portion thereof, from 225 S. Rohlwing Rd., Apt 410, Palatine, IL 60074 , or wherever it may be found, and enter a judgment against GRAMS TRANSPORTATION INC. for the value of any of the Equipment not so returned, plus attorneys' fees and costs, as such other and further relief as this Court deems just.

COUNT IV – DETINUE
AGAINST GRAMS TRANSPORTATION INC. AND STANISLOV GRAMATIKOV

35. U.S. Bank re-alleges and re-asserts Paragraphs 1 through 34 of its Verified Complaint as though fully set forth herein.

36. Gramatikov is an officer of GTI who controls the day-to-day operations of GTI.

37. U.S. Bank is entitled to possession of the Equipment due to the default under the Agreement.

38. U.S. Bank has a perfected security interest in the Equipment pursuant to the title and U.C.C. Financing Statement. *See* Group Exhibit 3.

39. Due to GTI's default under the Agreement, U.S. Bank is entitled to the return of and exclusive possession of one (1) Diesel Generator S/N 20210313037; and one (1) 2022 Great Dane VIN 1GR1P0624NT411115.

40. GTI is wrongfully and unlawfully detaining the Equipment from U.S. Bank.

41. Gramatikov, through his operational control of GTI, is causing GTI to wrongfully retain possession of and control of the Equipment.

42. After its default, GTI no longer has any right, title, or interest in the Equipment.

43. Gramatikov has no right to refuse to cause GTI to honor its legal obligation to surrender the Equipment.

44. GTI refuses to surrender the Equipment voluntarily.

45. U.S. Bank's right to possession of the Equipment is superior to that of GTI and Gramatikov.

WHEREFORE, Plaintiff U.S. Bank National Association, d/b/a U.S. Bank Equipment Finance, respectfully requests that this Court enter an Order compelling Grams Transportation Inc. and Stanislov Gramatikov to surrender: one (1) Diesel Generator S/N 20210313037; and one (1) 2022 Great Dane VIN 1GR1P0624NT411115. to U.S. Bank at a place and time directed by U.S. Bank within ten (10) days of this Court's entry of a turnover order and/or judgment, and such other and further relief as this Court deems just.


U.S. BANK NATIONAL ASSOCIATION, d/b/a
U.S. BANK EQUIPMENT FINANCE,

By: /s/ Phillip A. Paridy

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VERIFICATION

Under penalties as provided by law, the undersigned certifies that the statements set forth in the Complaint are true and correct, except as to matters therein stated to be on information and belief, and as to such matters, the undersigned certified as aforesaid that she verily believes the same to be true.



Brenda O'Toole
Officer | Sr. Loss Mitigation Specialist
U.S. Bank National Association d/b/a
U.S. Bank Equipment Finance

12-8-2023

Date